

#6

**CITY OF SEATTLE**  
**ORDINANCE** \_\_\_\_\_  
COUNCIL BILL 118118

AN ORDINANCE relating to the City Light Department, authorizing the acceptance of the Statutory Warranty Deed for the "Guse Property" in Skagit County, Washington, placing said land under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

WHEREAS, in connection with the relicensing of the Skagit River Hydroelectric Project by the Federal Energy Regulatory Commission and pursuant to Resolution 28349, City Light entered into the Settlement Agreement Concerning Wildlife, incorporating by reference the Wildlife Habitat Protection and Management Plan, (collectively, "Wildlife Agreement"), dated April 1991, with the Washington Department of Wildlife (now, Washington Department of Fish and Wildlife); U.S. Department of the Interior, National Park Service, U.S. Fish and Wildlife Service and Bureau of Indian Affairs; U.S. Department of Agriculture, U.S. Forest Service; Upper Skagit Tribe; Sauk-Suiattle Tribe; Swinomish Indian Tribal Community; and the North Cascades Conservation Council; and

WHEREAS, Ordinance 118226 authorizes the General Manager and Chief Executive Officer to negotiate for and purchase parcels of land pursuant to the principles and procedures of the Wildlife Agreement; and

WHEREAS, under authority of Ordinance 118226, City Light has acquired land known as the "Guse Property" in the Sauk River watershed, said property being consistent with the lands sought under the principles of the Wildlife Agreement; and

WHEREAS, the City is able to manage the acquired property in concert with the City's existing wildlife habitat lands in a protected status; and

WHEREAS, this property acquisition adds approximately 20 acres of land to the City's wildlife habitat land holdings in the Skagit River Hydroelectric Project Wildlife Habitat Mitigation Program; and

WHEREAS, this property was acquired using funds from a State of Washington Salmon Recovery Funding Board grant administered by the Washington State Recreation and Conservation Office; NOW, THEREFORE,

1 BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

2  
3 Section 1. The Statutory Warranty Deed executed by Susan L. Guse on January 11,  
4 2014, as Grantor, recorded under Skagit County Auditor's File Number 201401240088 on  
5 January 24, 2014, and legally described in Attachment A, is hereby accepted, and the real  
6 property conveyed therein is placed under the jurisdiction of the City Light Department.

7  
8 Section 2. The Deed of Right executed by the City of Seattle acting by and through  
9 Seattle City Light Department on January 13, 2014, as Grantor, to the State of Washington,  
10 acting by and through the Washington State Salmon Recovery Funding Board and the  
11 Washington State Recreation and Conservation Office, as Grantee, recorded under Skagit  
12 County Auditor's File Number 201401240089 on January 24, 2014, and legally described in  
13 Attachment B, is hereby accepted.

14  
15 Section 3. Any acts pursuant to the authority and prior to the effective date of this  
16 ordinance are hereby ratified and confirmed.

17  
18 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
19 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
20 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

1  
2 Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2014, and  
3 signed by me in open session in authentication of its passage this  
4 \_\_\_\_ day of \_\_\_\_\_, 2014.

5  
6 \_\_\_\_\_  
7 President Burgess of the City Council  
8

9 Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

10  
11 \_\_\_\_\_  
12 Edward B. Murray, Mayor  
13

14 Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2014.

15  
16 \_\_\_\_\_  
17 Monica Martinez Simmons, City Clerk  
18

19  
20  
21 (Seal)

22 Attachment A: Statutory Warranty Deed

23 Attachment B: Deed of Right  
24  
25  
26  
27

Ron Tressler  
SCL Guse Deed Acceptance ORD ATT A  
March 10, 2014  
Version 1

When recorded return to:

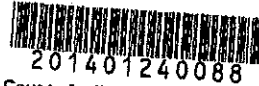
The City of Seattle, a municipal corporation of the State of Washi  
700 5th Avenue, STE 3300 3200 190 Box 34023  
Seattle, WA 98124-9801 4023

Attn: Mary Davis SMT 3338

Recorded at the request of:

Guardian Northwest Title

File Number: 106862



Skagit County Auditor  
1/24/2014 Page 1 of 4

\$75.00

1:29PM

### Statutory Warranty Deed

106862  
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Susan L. Guse, as her separate estate, a widow for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to The City of Seattle, a municipal corporation of the State of Washington the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Section 32, Township 33 North, Range 10 East; Ptn. Gov't Lot 6 and NW - SE

For Full Legal See Attached Exhibit "A"

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto.

Tax Parcel Number(s): P18859, 331032-0-003-0008

Dated January 11, 2014

Susan L. Guse

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2014261  
JAN 24 2014

Amount Paid \$ 450.<sup>00</sup>  
Skagit Co. Treasurer  
By man Deputy

STATE OF Washington  
COUNTY OF King ) SS:

I certify that I know or have satisfactory evidence that Susan L. Guse, the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: January 11, 2014

Karen A. Unseth  
Printed Name: Karen A. Unseth  
Notary Public in and for the State of Washington  
Residing at Shoreline, WA  
My appointment expires: 2-23-16

Notary Public  
State of Washington  
KAREN A UNSETH  
My Appointment Expires Feb 23, 2016

**EXHIBIT A**

That portion of Government Lot 6 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 33 North, Range 10 East W.M., lying Southerly of the following described line and its projection:

Commencing at the concrete monument marking the Southwest corner Southeast 1/4 of said Section 32;  
thence North 89°29'07" East along the South line of said Section a distance of 1,324.76 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section;  
thence North 0°57'39" West a distance of 1,883.67 feet along the East line of the West 1/2 of the Southeast 1/4 of said section to the point of beginning of said line marked by a rebar with a plastic cap stamped "13138";  
thence North 63° West a distance of 808.11 feet to a rebar with a plastic cap stamped "13138";  
thence continuing North 63° West to the East line of the Sauk River as located in January, 2001 and terminus of herein described line.

Except that portion if any as conveyed under Auditor's File No. 779574 and Except any portion of Government Lot 6 lying North or West of the Sauk River.

TOGETHER WITH a 20-foot wide easement for ingress and egress the centerline of which is described as follows:

Commencing at the concrete monument marking the Southwest corner of the Southeast 1/4 of said Section 32;  
Thence South 89°26'49" West 737.44 feet along the South line of the Southwest 1/4 of said Section 32 to the centerline of an existing dirt road and the TRUE POINT OF BEGINNING of this easement description;

Thence along the centerline of said dirt road the following courses and distances:

North 17°24'09" West, 7.97 feet;  
North 22°33'22" West, 47.48 feet;  
North 02°13'28" East, 24.58 feet;  
North 24°54'51" East, 19.05 feet;  
North 56°15'36" East, 23.28 feet;  
North 82°59'57" East, 28.90 feet;  
South 84°11'25" East, 46.48 feet;  
South 84°46'35" East, 45.75 feet;  
North 85°51'54" East, 41.05 feet;  
North 79°56'13" East, 36.78 feet;  
North 70°36'24" East, 43.16 feet;  
North 65°52'14" East, 128.73 feet;  
North 60°34'04" East, 33.21 feet;  
North 54°17'57" East, 40.05 feet;  
North 46°14'03" East, 36.83 feet;  
North 39°10'01" East, 31.06 feet;  
North 35°15'50" East, 47.44 feet;  
North 35°03'59" East, 50.93 feet;  
North 34°03'06" East, 48.16 feet;  
North 20°28'07" East, 59.62 feet;  
North 03°06'56" East, 62.38 feet;  
North 06°59'09" East, 32.14 feet;  
North 09°13'56" East, 60.73 feet;  
North 00°47'37" West, 28.99 feet;  
North 09°38'21" West, 59.17 feet;  
North 06°02'10" West, 28.55 feet;  
North 04°22'18" East, 28.84 feet;  
North 23°03'09" East, 42.45 feet;  
North 37°03'05" East, 44.47 feet;  
North 32°46'34" East, 40.12 feet;  
North 26°11'57" East, 47.01 feet;  
North 19°22'06" East, 67.81 feet;  
North 30°59'47" East, 21.28 feet;



201401240088

LPB 10-05(1-1)  
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Ron Tr...  
SCL Guse Deed Acceptance ORD ATT A  
March 10, 2014  
Version 1

North 46°10'13" East, 47.03 feet;  
North 40°48'47" East, 90.32 feet;  
North 47°36'18" East, 23.79 feet;  
North 48°20'29" East, 52.64 feet;  
North 39°06'20" East, 68.04 feet;  
North 34°43'26" East, 52.53 feet;  
North 42°24'20" East, 29.43 feet;  
North 46°42'40" East, 62.15 feet;  
North 45°35'30" East, 34.25 feet;  
North 46°41'27" East, 33.65 feet;  
North 51°14'14" East, 23.25 feet;  
North 56°03'55" East, 42.85 feet;  
North 58°14'11" East, 38.55 feet;  
North 60°13'44" East, 55.49 feet;  
North 47°05'41" East, 48.76 feet;  
North 39°30'53" East, 83.81 feet;  
North 40°22'36" East, 58.67 feet;  
North 25°21'52" East, 61.99 feet;  
North 17°43'21" East, 101.81 feet;  
North 09°10'43" East, 58.66 feet;  
North 03°02'36" East, 64.50 feet;  
North 04°42'16" West, 82.43 feet;  
North 13°32'18" East, 99.73 feet;  
North 19°00'38" East, 71.78 feet;  
North 30°22'10" East, 70.80 feet;  
North 39°47'21" East, 50.31 feet to the terminus of said centerline, which bears South 74°41'44"  
West, 1912.69 feet from a concrete monument marking the Northeast corner of the Southeast 1/4 of  
said Section 32;



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Skagit County Auditor

\$75.00

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Attachment A to SCL Guse Deed Acceptance ORD

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Ron Tressler  
SCL Guse Deed Acceptance ORD ATT A  
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Version 1

Exhibit B

**EXCEPTIONS:**

**A. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:**

Name: Survey  
Recorded: January 21, 1997  
Auditor's No.: 9701210084

**B. ALL EASEMENTS, COVENANTS, RESTRICTIONS, ENCROACHMENTS AND OTHER MATTERS SHOWN ON THE FACE OF THE FOLLOWING SURVEY/PLAT:**

Name: Survey  
Recorded: July 13, 2001  
Auditor's No.: 200107130073

**C. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: City of Seattle, a Municipal Corporation  
Recorded: March 1, 2002  
Auditor's No.: 200203010112  
Purpose: 20-foot Non-Exclusive easement for ingress and egress  
Area Affected: Portion of real estate under search and other property

**D. RESERVATION CONTAINED IN DEED:**

Executed by: William J. Guse and Susan L. Guse, husband  
and wife  
Recorded: March 1, 2002  
Auditor's No.: 200203010112

E. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Sauk River

F. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Sauk River.

G. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

Guardian Northwest Title and Escrow, Agent for  
First American Title Insurance Company



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\$75.00

Attachment A to SCL Guse Deed Acceptance ORD  
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Ron Tressler  
SCL Guse Deed Acceptance OKD ATT B  
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Version 1

Upon Recording, Please Return To:  
Washington Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Marc Dubroski



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\$79.00  
8 1:30PM

GUARDIAN NORTHWEST TITLE CO

106862-2

**DEED OF RIGHT TO USE LAND FOR  
SALMON RECOVERY PURPOSES**

Grantor: City of Seattle acting by and through Seattle City Light Department

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON  
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON  
STATE RECREATION AND CONSERVATION OFFICE, including any  
successor agencies.

Abbreviated  
Legal

Description: Section 32, Township 33 North, Range 10 East, Ptn. Gov't Lot 6 and NW - SE.  
Situated in the County of Skagit, State of Washington (More particularly  
described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B"  
(Property Map)),

Assessor's Property Tax Parcel Number(s): P18859, 331032-0-003-0008, Skagit County

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from  
the Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project  
Agreement entered into between the Grantor and the Grantee entitled Skagit Tier 1 & Tier 2  
Floodplain Acquisition II, Project Agreement 11-1536A signed by the Grantor on the 13<sup>th</sup> day of



March, 2012 and the Grantee the 26<sup>th</sup> day of March, 2012 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes floodplain habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original

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Attachment B to SCL Guse Deed Acceptance ORD  
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state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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Attachment B to SCL Guse Deed Acceptance ORD

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**GRANTOR:**

City of Seattle acting by and through Seattle City Light Department

By: 

Name: Lynn Best

Title: Environmental Affairs and Real Estate Division Director

Dated this 13 day of January 2014

STATE OF WASHINGTON )

COUNTY OF KING ) ss

I certify that I know or have satisfactory evidence that Lynn Best is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Environmental Affairs and Real Estate Division Director for the Sponsor, City of Seattle and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 13, 2014

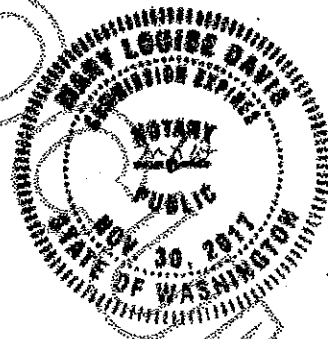
Signed: Mary Louise Davis

Printed Name: Mary Louise Davis

Notary Public in and for the State of Washington,

residing in Edmonds, WA.

My commission expires November 30, 2017



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201401240089

**GRANTEE:**

STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY  
FUNDING BOARD, administered by the RECREATION AND CONSERVATION  
OFFICE

By: [Signature]

Name: Kaleen Cottingham

Title: Director

Dated this 7<sup>th</sup> day of January, 2014

STATE OF WASHINGTON

COUNTY OF Thurston } ss

I certify that I know or have satisfactory evidence that Kaleen Cottingham is the  
person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledge it as the Director for the Recreation and  
Conservation Office and to be the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

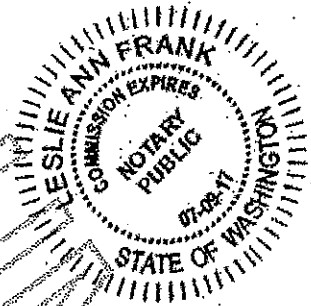
Dated: January 7, 2014

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-17



**EXHIBIT A**  
**Legal Description**

That portion of Government Lot 6 and the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 33 North, Range 10 East W.M. lying Southerly of the following described line and its projection:

Commencing at the concrete monument marking the Southwest corner Southeast 1/4 of said Section 32; thence North 89°29'07" East along the South line of said Section a distance of 1,324.76 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section; thence North 0°57'39" West a distance of 1,883.67 feet along the East line of the West 1/2 of the Southeast 1/4 of said section to the point of beginning of said line marked by a rebar with a plastic cap stamped "13138"; thence North 63° West a distance of 808.11 feet to a rebar with a plastic cap stamped "13138"; thence continuing North 63° West to the East line of the Sauk River as located in January, 2001 and terminus of herein described line.

Except that portion if any as conveyed under Auditor's File No. 779574 and Except any portion of Government Lot 6 lying North or West of the Sauk River.

TOGETHER WITH a 20-foot wide easement for ingress and egress the centerline of which is described as follows:

Commencing at the concrete monument marking the Southwest corner of the Southeast 1/4 of said Section 32;

Thence South 89°26'49" West 737.44 feet along the South line of the Southwest 1/4 of said Section 32 to the centerline of an existing dirt road and the TRUE POINT OF BEGINNING of this easement description;

Thence along the centerline of said dirt road the following courses and distances:

North 17°24'09" West, 7.97 feet;  
North 22°33'22" West, 47.48 feet;  
North 02°13'28" East, 24.58 feet;  
North 24°54'51" East, 19.05 feet;  
North 56°15'36" East, 23.28 feet;  
North 82°59'57" East, 28.90 feet;  
South 84°11'25" East, 46.48 feet;  
South 84°46'35" East, 45.75 feet;  
North 85°51'54" East, 41.05 feet;  
North 79°56'13" East, 36.78 feet;  
North 70°36'24" East, 43.16 feet;  
North 65°52'14" East, 128.73 feet;  
North 60°34'04" East, 33.21 feet;  
North 54°17'57" East, 40.05 feet;  
North 46°14'03" East, 36.83 feet;  
North 39°10'01" East, 31.06 feet;  
North 35°15'50" East, 47.44 feet;  
North 35°03'59" East, 50.93 feet;  
North 34°03'06" East, 48.16 feet.



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\$79.00

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**EXHIBIT A**  
**Legal Description (continued)**

North 26°28'07" East, 59.62 feet;  
North 03°06'56" East, 62.38 feet;  
North 06°59'09" East, 32.14 feet;  
North 09°13'56" East, 60.73 feet;  
North 00°47'37" West, 28.99 feet;  
North 09°38'21" West, 59.17 feet;  
North 06°02'10" West, 28.55 feet;  
North 04°22'18" East, 28.84 feet;  
North 23°03'09" East, 42.45 feet;  
North 37°03'05" East, 44.47 feet;  
North 32°46'34" East, 40.12 feet;  
North 26°11'57" East, 47.01 feet;  
North 19°22'06" East, 67.81 feet;  
North 30°59'47" East, 21.28 feet;  
North 46°10'13" East, 47.03 feet;  
North 40°48'47" East, 90.32 feet;  
North 47°36'18" East, 23.79 feet;  
North 48°20'29" East, 52.64 feet;  
North 39°06'20" East, 68.04 feet;  
North 34°43'26" East, 52.53 feet;  
North 42°24'20" East, 29.43 feet;  
North 46°42'40" East, 62.15 feet;  
North 45°35'30" East, 34.25 feet;  
North 46°41'27" East, 33.65 feet;  
North 51°14'14" East, 23.25 feet;  
North 56°03'55" East, 42.85 feet;  
North 58°14'11" East, 38.55 feet;  
North 60°13'44" East, 55.49 feet;  
North 47°05'41" East, 48.76 feet;  
North 39°30'53" East, 83.81 feet;  
North 40°22'36" East, 58.67 feet;  
North 25°21'52" East, 61.99 feet;  
North 17°43'21" East, 101.81 feet;  
North 09°10'43" East, 58.66 feet;  
North 03°02'36" East, 64.50 feet;  
North 04°42'16" West, 82.43 feet;  
North 13°32'18" East, 99.73 feet;  
North 19°00'38" East, 71.78 feet;  
North 30°22'10" East, 70.80 feet;  
North 39°47'21" East, 50.31 feet to the terminus of said centerline, which bears South 74°41'44" West,  
1912.69 feet from a concrete monument marking the Northeast corner of the Southeast 1/4 of said Section  
32;

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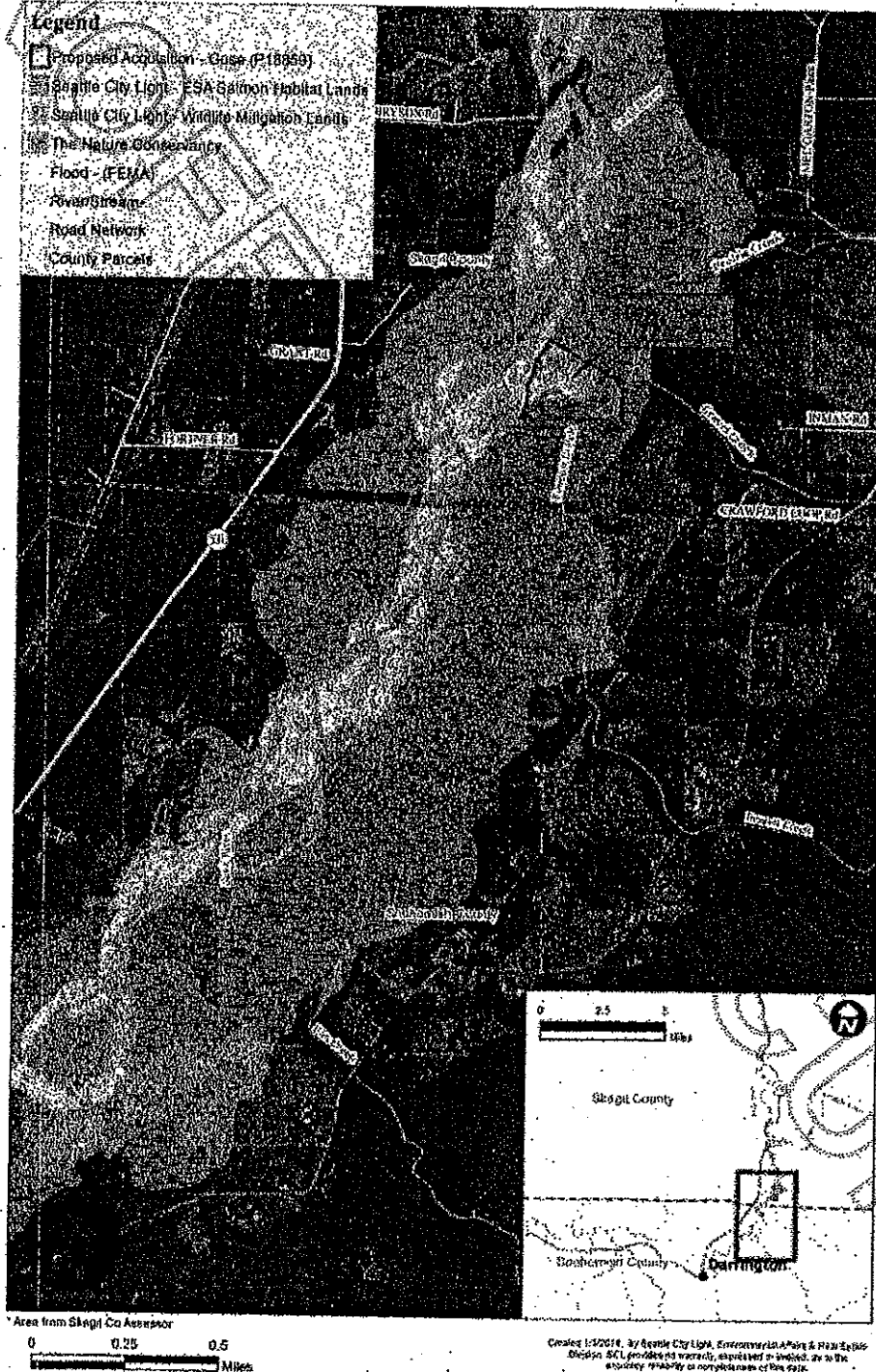
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Attachment B to SCL Guse Deed Acceptance ORD  
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Exhibit B: Proposed Guse Acquisition (P18859)



201401240089

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Attachment B to SCL Guse Deed Acceptance ORD

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**FISCAL NOTE FOR CAPITAL PROJECTS ONLY**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Seattle City Light	Lynn Best / 386-4506	Saroja Reddy / 615-1232

**Legislation Title: SCL Guse Property Deed Acceptance ORD**

AN ORDINANCE relating to the City Light Department, authorizing the acceptance of the Statutory Warranty Deed for the "Guse Property" in Skagit County, Washington, placing said land under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:**

This legislation authorizes the General Manager and Chief Executive Officer to accept a Deed to the Guse property in Skagit County, Washington, for wildlife habitat mitigation purposes. The property subject to this legislation was purchased as part of the Skagit Hydroelectric Project Mitigation under the authority of Ordinance 118226. This legislation places the acquired properties under the jurisdiction of the City Light Department. The funding for these acquisitions was already budgeted and does not require a new appropriation.

• **Background:**

In connection with the relicensing of the Skagit River Hydroelectric Project by the Federal Energy Regulatory Commission and pursuant to Resolution 28349, City Light entered into the Settlement Agreement Concerning Wildlife, incorporating by reference the Wildlife Habitat Protection and Management Plan, (collectively, "Wildlife Agreement"), dated April 1991, with several Federal, State, Tribal, and private non-profit parties. Ordinance 118226 authorizes the General Manager and Chief Executive Officer of City Light to negotiate for and purchase parcels of land pursuant to the principles and procedures of the Wildlife Agreement.

<b>Project Name:</b>	<b>Project I.D.:</b>	<b>Project Location:</b>	<b>Start Date:</b>	<b>End Date:</b>
Skagit Hydro Mitigation	6991	Skagit Watershed	1991	n/a

Please check any of the following that apply:

☐ **This legislation creates, funds, or anticipates a new CIP Project.**

☒ **This legislation does not have any financial implications.**

☐ **This legislation has financial implications.**

**Appropriations:** No appropriations were required for this land acquisition.



**Appropriations Notes:**

The \$26,537.75 used for this 20-acre land acquisition was from a grant from the Washington State Salmon Recovery Funding Board. The existing Project 6991 budget is used for routine maintenance of the property and no additional appropriations are required.

**Spending Plan and Future Appropriations for Capital Projects:** No funds are authorized by this legislation and no additional appropriations are anticipated in the future.

**Spending Plan and Budget Notes:**

The property will be maintained as wildlife habitat. There will be one or two inspections each year by the staff of City Light's Environmental Affairs and Real Estate Division. Sufficient funds for this purpose are available in the budget of Project 6991 (Skagit River Hydroelectric Project Mitigation). No future appropriations are anticipated.

**Funding Source:** Operational and Maintenance costs are described in Uses and Sources for Operational and Maintenance Costs section.

**Funding Source Notes:**

**Bond Financing Required:** Not applicable

**Bond Notes:**

**Uses and Sources for Operation and Maintenance Costs for the Project:** (Estimate cost of one-time startup, operating and maintaining the project over a six year period and identify each fund source available. Estimate the annual savings of implementing the LEED Silver standard. Identify key assumptions such as staffing required, assumed utility usage and rates and other potential drivers of the facility's cost.)

O&M	2014	2015	2016	2017	2018	2019	Total
Uses							
Start Up							
On-going							
Sources: Skagit Mitigation - 6991	\$1,000	\$200	\$200	\$200	\$200	\$200	\$2,000

**Operation and Maintenance Notes:**

The only operational and maintenance costs anticipated are to maintain access and for periodic visits by SCL EA&RED staff.

**Periodic Major Maintenance Costs for the Project:** No major maintenance costs are anticipated but if any were to arise, existing Skagit Mitigation budget would be utilized.

**Funding sources for replacement of project:** n/a

**Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:** No positions are affected by this legislation.

Position Notes:

**Do positions sunset in the future?**

n/a

**Other Implications:**

- a) **Does the legislation have indirect financial implications, or long-term implications?**  
See discussion of routine maintenance costs.
- b) **What is the financial cost of not implementing the legislation?**  
If the legislation were not implemented, SCL would risk not being in compliance with the requirements of the Skagit Hydroelectric Project Settlement Agreement on Wildlife.
- c) **Does this legislation affect any departments besides the originating department?**  
No
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives**  
No other alternatives exist.
- e) **Is a public hearing required for this legislation?**  
No
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- g) **Does this legislation affect a piece of property?**  
Yes. A map showing location of the 20-acre Guse property is included in Attachment A
- h) **Other Issues:** None

**List attachments to the fiscal note below:**

Attachment A: Map of Guse Property

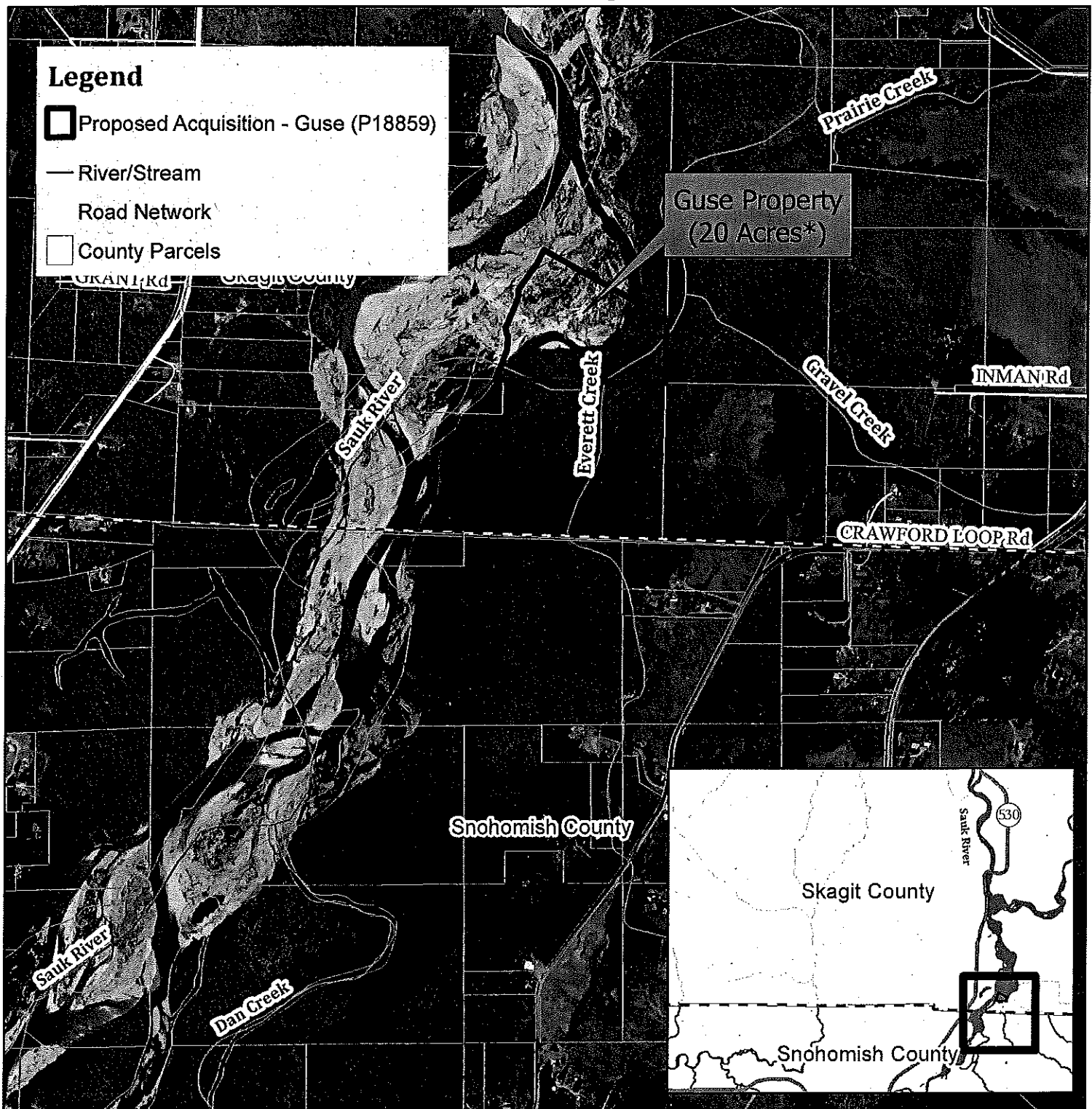
Ron Tressler

SCL Guse Deed Acceptance FISC Att. A

March 10, 2014

Version 1

Attachment A to SCL Guse Deed Acceptance Ordinance Fiscal Note



Created 3/10/2014, by Seattle City Light, Environmental Affairs & Real Estate Division. SCL provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of this data.



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Att. A to SCL Guse Deed Acceptance FISC



**City of Seattle**  
**Edward B. Murray**  
**Mayor**

May 6, 2014

Honorable Tim Burgess  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor


Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill which would authorize Seattle City Light to accept ownership of the "Guse" property in Skagit County, Washington for wildlife habitat protection purposes. Specifically, this legislation authorizes the acceptance of the Statutory Warranty Deed for the 20-acre property, and places the land under the jurisdiction of the City Light Department.

The City manages over 10,300 acres of wildlife mitigation lands in the Skagit and South Fork Nooksack watersheds in connection with re-licensing requirements for the Skagit River Hydroelectric Project. The purchase of the property was approved by the Wildlife Land Acquisition Group that oversees the wildlife habitat acquisitions under the Skagit Hydroelectric Project Settlement Agreement on Wildlife. This acquisition helps to ensure that the City is in compliance with the federal license and the Settlement Agreement.

Thank you for your consideration of this legislation. Should you have questions, please contact Michael Jones, Power Supply & Environmental Affairs Officer, at 684-3243.

Sincerely,



Edward B. Murray  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council